IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD

HON'BLE Mr. JUSTICE R. SUBHASH REDDY

Writ Petition No.5922 of 2006

THURSDAY, THE NINETEENTH DAY OF APRIL TWO THOUSAND AND SEVEN

Between:

J. Sahadevaiah, S/o. Gangaiah, Age: 70 years,
R/o.13-7-935, Korlagunta village, Tirupati,
Chittoor District.

… Petitioner

And

The District Collector, Chittoor District,
Chittoor, and others.

… Respondents

Order:

Though WPMP has been listed for hearing, at the request of learned counsel on either side, the Writ Petition itself is being disposed of.

2. Petitioner, who claims to be the owner of the premises bearing No.13-7-935, Korlagunta village, Tirupati Town, Chittoor Distirct, has filed this Writ Petition seeking Mandamus to declare the action of the

second respondent in granting permission to the third respondent, by proceedings dated 29-04-2003, to run a school named Bharati Vidya Niketan English Medium school at the aforesaid premises as arbitrary and illegal.

3. In the affidavit filed in support of the Writ Petition, it is stated that the third respondent requested the petitioner to lease out the said premises to enable him to run the aforementioned school therein. Pursuant thereto, petitioner had entered into a lease agreement with the third respondent on 21-10-2002 to lease out the premises referred above, for a period of 11 months, as per which Rs.3,300/- was to be paid as monthly rent and Rs.10,000/- as advance. The grievance of the petitioner is that though as per the lease agreement, third respondent had to vacate the premises by 20-09-2003, without there being any renewal of lease, he has squatted on the premises by creating a false agreement and basing on the same, the second respondent, by the impugned proceedings, accorded permission to the third respondent to run classes I to VII in the premises.

4. Learned counsel for the petitioner submits that the impugned proceedings are in contravention of Rule 6 of the Rules framed in G.O.Ms.No.1 Education dated 01-01-1994.

5. Third respondent has filed counter affidavit stating that the school was started from the academic year 2001 and he has entered into lease with the petitioner only for the purpose of running a school and the lease was being renewed from time to time. It is stated that with regard to the dispute, he has filed a suit in O.S.No.253 of 2006 on the file of the Principal Junior Civil Judge, Tirupati. It is also stated that he is running the school as per the Rules framed in that regard.

6. Even according to the petitioner, he had entered into lease agreement with the third respondent on 21-10-2002 to lease out his premises, initially, for a period of eleven months. Basing on the same, second respondent has verified the validity of the lease as on that date and granted recognition in favour of the third respondent for running the school, by proceedings dated 29-03-2003. The case of the petitioner is that he has not renewed the lease after the expiry of the said eleven months and in spite of that third respondent has squatted on his premises without any authority of law, whereas it is the case of the third respondent that lease was being renewed from time to time. Having regard to the allegations made, there are serious factual disputes, for which, the petitioner has to approach competent civil court for appropriate relief. It is well settled that such factual disputes cannot be gone into and resolved in a petition filed under Article 226 of the Constitution of India. In that view of the matter, no relief as sought for can be granted.

7. The Writ Petition is devoid of merits and is accordingly dismissed. No costs.

JUSTICE R. SUBHASH REDDY.

April 19, 2007
MRR